

**DEED OF EASEMENT  
WATER**

THIS DEED OF EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_,  
by \_\_\_\_\_, a \_\_\_\_\_ (also known as  
\_\_\_\_\_, \_\_\_\_\_) ("Grantor"), and the **MAYOR  
AND COUNCIL OF THE CITY OF BRUNSWICK, MARYLAND**, a body politic and  
corporate of the State of Maryland ("Grantee").

WITNESSETH: That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$0.00) and  
other good and valuable consideration, the receipt of which is hereby acknowledged, the said  
\_\_\_\_\_, \_\_\_\_\_, does hereby grant and convey  
unto the Mayor and Council of the City of Brunswick, Maryland, and its successors and assigns,  
the perpetual easement(s) described and shown as "\_\_\_\_\_ Easement" on  
**EXHIBITS A and B**, attached hereto and made a part hereof, for the purposes of constructing,  
installing, maintaining, replacing, altering and operating a water main or mains, service pipes,  
valves and accessory equipment (all hereinafter called "Equipment") through and across the real  
estate located in the City Limits of Brunswick being in the Twenty Fifth (25<sup>th</sup>) Election District,  
Frederick County, Maryland, which real estate was conveyed unto \_\_\_\_\_  
\_\_\_\_\_, by a deed from \_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_, 200\_, and recorded among the Land Records of  
Frederick County, Maryland, in Liber \_\_\_\_\_, folio \_\_\_\_\_.

The Grantor and Grantee, for themselves, their successors and assigns, hereby covenant  
and agree as follows:

A. The water main(s) and all Equipment shall be and remain the property of the  
Grantee.

B. The Grantee, and its agents, shall have the right of ingress and egress to and from  
the aforesaid easement area(s), on and across the above-described land of the Grantor; provided,  
however, that the Grantee shall use existing roadways where possible, and shall minimize  
damage to growing crops, planted or cultivated fields, streams, lawns, pastures, curbs, gutter,  
pavement and structures.

C. The Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in the easement area(s) deemed by Grantee to interfere with the proper and efficient use of the easement(s) for the purposes herein named; provided, however, that the Grantee, at its own expense, shall restore, as nearly as possible, the property to its original condition, including the backfilling of trenches, replacement of curbing and gutter, resurfacing of roadways, and reseeding of lawns and pasture areas, disturbed during original construction or future maintenance, but not the replacement of structures, trees or other obstructions. These provisions regarding the restoration, replacement and reseeding shall be applicable not only during original construction, but also during future maintenance, replacement or removal of any water mains or Equipment related thereto.

D. The water main(s) shall be installed below cultivation, and the Grantor reserves the right to construct and maintain roadways over the easement(s) and to make any use of the easement(s) herein granted which is not deemed to be inconsistent with the rights herein conveyed, or with the use of the easement(s) by the Grantee for the purposes name herein, including, without limitation, staging and temporary storage of materials. Among other uses deemed to be inconsistent with the use of the easement(s), the Grantor shall not, within the easement area(s), erect any building or other structure, make a fill which will result in more than twelve (12) feet ground cover over an existing or proposed water main, excavate to an extent which will result in ground cover of less than four (4) feet over an existing or proposed water main, or inundate the land with water. Grantor shall provide written notice to Grantee and obtain written permission from Grantee prior to grading or filling the easement area which could result in a change of ground elevation by one foot or more.

E. The Grantor warrants specially said easement(s) and will execute such further assurances thereof as the Grantee may request.

WITNESS the hands and seals of the parties on the date and year first above written:

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
Name:  
Title:

GRANTOR

ATTEST:

MAYOR AND COUNCIL OF THE CITY OF  
BRUNSWICK, a body politic and corporate of  
the State of Maryland

\_\_\_\_\_

BY: \_\_\_\_\_(SEAL)

Name:

Title:

GRANTEE

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the  
Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_,  
and (s)he did acknowledge the foregoing instrument to be the act and deed of \_\_\_\_\_  
\_\_\_\_\_, and that (s)he is duly authorized to make this acknowledgment on its  
behalf.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the  
Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared  
\_\_\_\_\_ who acknowledged himself/herself to be the Mayor of The City of  
Brunswick, a body politic and corporate of the State of Maryland, and that (s)he, as Mayor, being  
authorized so to do, executed the foregoing Deed of Easement for the purposes therein  
contained, by signing the name of the corporation by himself/herself as Mayor.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

This instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

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, Attorney

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**EXHIBIT "A"**  
**EASEMENT DESCRIPTION**

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**EXHIBIT "B"**  
**EASEMENT PLAT**